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- b. A rent increase may be executed on an annual basis beginning with the date of the recordation of the Section 312 Mortgage, to cover any net increase occurring since the past approved rent schedule, in real estate taxes and operating and maintenance expenses over which the owner has no effective control. A copy of the announcement of the rent increase to the tenants, accompanied by documentation of the specific cost increases that necessitated the rent increases shall be kept on file by the owner during the term of agreement. This material shall be made available to HUD and/or the Local Public Agency immediately upon request at any time during the term of the agreement. The Owner(s) shall notify the Local Public Agency in writing of each rent increase at least 30 days before the effective date of the rent increase.
- 2. At the request of the HUD Area Manager, his agents, employees, or attorneys, the Owner(s) shall furnish monthly occupancy reports and shall give specific answers to questions upon which information is desired from time to time relative to the income, assets, liabilities, contracts, operation, and condition of the property.
- 3. Upon a violation of any of the above provisions of this Agreement by the Owner(s) the HUD Area Manager may give written notice, thereof, to the Owner(s), by registered or certified mail, addressed to the addresses stated in this Agreement, or such other addresses as may subsequently, upon appropriate written notice thereof to the HUD Area Manager, be designated by the Owner(s) as his legal business address.